

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

CORY LANGLEY AND SARAH
LANGLEY,

Plaintiffs,

v.

FREESTYLEMX.COM, INC., MARC
ALPHONSE BURNETT, and CHARLES
EDWARDS BIDDLES, JR.,

Defendants.

Civil Action No. 2:19-cv-00335-RSP

**SUPPLEMENTAL PROTECTIVE ORDER BETWEEN
NON-PARTY MONSTER, PLAINTIFFS, AND DEFENDANTS**

1. Recitals

a. By Order dated May 21, 2020 (Dkt. No. 51) (the “Production Order”), this Court ordered Defendants Freestyle MX.com, Inc., Charles Edward Biddles, Jr., and Marc Alphonse Burnett (collectively, the “Defendants”) to produce the Sponsorship Agreement (the “Monster Sponsorship Agreement”) between Defendant FreestyleMX.com, Inc. (“FreestyleMX”) and non-party Monster Energy Company (“Monster”).

b. Defendants agree to and will produce the Monster Sponsorship Agreement pursuant to the Protective Order (Dkt No. 20) and this Supplemental Protective Order (collectively, the “Protective Order”) and this Court’s Production Order.

2. Stipulated Protective Order

a. The parties stipulate and agree that the Monster Sponsorship Agreement is a Protected Document under the Protective Order and its use and disclosure shall be further restricted by the additional designation of the Monster Sponsorship Agreement as “For Attorney’s Eyes Only” or “Attorney’s Eyes Only” (“AEO Material”).

b. The AEO Material designation shall be made by marking each page of the Monster Sponsorship Agreement, or conspicuously marking any disc or any medium containing the Monster Sponsorship Agreement, at or before the time of production substantially as follows:

“CONFIDENTIAL - FOR ATTORNEY’S EYES ONLY”

c. The only persons who are permitted to have access to this AEO Material (“AEO Qualified Persons”) are:

(i) Attorneys of record in this litigation and secretaries, paralegals, law clerks and support staff employees of such attorneys to whom it is necessary that the information be disclosed for purposes of this litigation, provided that all such personnel must be provided and agree to be bound by the terms of the Protective Order;

(ii) Independent experts (i.e., persons with expertise) who are not currently employed or consulting with any competitors of the parties, and who have no intention or expectation of being employed or consulting with any competitors of the parties, who are retained by a party or its attorneys of record in this litigation solely as an independent expert for the purpose of this litigation and who agree in writing to be bound by the terms of the Protective Order. The independent expert must complete and sign a Confidentiality Agreement in the form of Exhibit A, attached hereto. A copy of that Agreement and a CV for the expert must be provided to the other party at least ten (10) days before such expert is permitted access to the Attorney's Eyes Only Material.

(iii) Court personnel and their staff, subject to the parties' compliance with the further limitations set forth herein.

d. With respect to the proffer, introduction, presentation or use of the Monster Sponsorship Agreement in any filing or submission to the Court at any hearing, trial or otherwise, the parties further stipulate as follows:

(i) Any party that seeks to question a witness during trial or open court about the Monster Sponsorship Agreement shall first give Monster prior notice and an opportunity to object. Such notice shall (a) be served by email on counsel for Monster (Carly.Rothenberg@MonsterEnergy.com; and Aaron.Sonnhalter@MonsterEnergy.com) at least 48 hours in advance; and (b) identify the measures the party intends to rely upon to protect the AEO Material when used in any such manner;

(ii) In the event a witness is entitled to view the AEO Material, Monster and/or the designating party shall have the right to have all persons, except the witness, counsel for the witness and AEO Qualified Persons, excluded before the taking of testimony or any part thereof which the designating party designates as AEO Material;

(iii) The Monster Sponsorship Agreement shall be sealed, and not part of the public record in the action.

3. Except as otherwise expressly set forth herein, all other terms of the Protective Order (Dkt. No. 20) shall apply to the Monster Sponsorship Agreement.

SIGNED this 28th day of May, 2020.


ROY S. PAYNE
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY SUPPLEMENTAL
PROTECTIVE ORDER RE PRODUCTION OF MONSTER SPONSORSHIP
AGREEMENT**

I, _____ [print or type full name], state: My
business address is _____;

1. My present employer is _____;

2. My present occupation or job description is _____;

3. I have been informed of and have reviewed the Supplemental Protective Order re
Production of Monster Sponsorship Agreement (the “Supplemental Protective Order”) entered in
this case and understand and agree to abide by its terms. I agree to keep confidential all
information provided to me in the matter of *Langley v. Freestyle MX.com, Inc. et al.*, Case No.
2:19-cv-00335-RSP in the United States District Court for the Eastern District of Texas in
accordance with the restrictions in the Supplemental Protective Order, and to be subject to the
authority of that Court in the event of any violation or dispute related to the Supplemental
Protective Order.

4. I state under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.

[Signature]

Executed On _____

[Printed Name]